

MEMORANDUM OF AGREEMENT

City of Taunton and
Taunton Police Supervisory Personnel Association, MCOP Local 338, AFL-CIO
(7/1/14 – 6/30/17)

This agreement incorporates and continues all the terms of the parties' current collective bargaining agreement (most recently amended in the July 1, 2011 to June 30, 2014 MOA), except as modified herein. This agreement is subject to ratification by the Association's membership and funding by Taunton Municipal Council.

1. Wages

(A) Article 29, Section 2 (Salary Schedules) will be amended to reflect the following percentage wage increases:

- A. July 1, 2014 – 1%
- B. July 1, 2015 – 2%
- C. July 1, 2016 – 2%

The July 1, 2014 pay increase will be retroactive to that date, including overtime.

(B) Article 29, Section 1 (Step Increases) will be deleted and replaced with the following step system:

Step 1: Members with 0 to one (1) year in the Supervisors' bargaining unit will receive the salary set out in "Step one (1)" of the salary schedules below.

Step 2: After one (1) year in the Supervisors' bargaining unit, members will receive a one and one-half percent (1.5%) increase, as reflected in "Step two (2)" of the salary schedules below.

Step 3: After two (2) years in the Supervisors' bargaining unit, members will receive a four and one-half percent (4.5%) increase, as reflected in "Step three (3)" of the salary schedules below.

Step 4: After six (6) years in the Supervisors' bargaining unit, members will receive a four percent (4.0%) increase, as reflected in "Step four (4)" of the salary schedules below.

Step 5: After nine (9) years in the Supervisors' bargaining unit, members will receive a one and one-half percent (1.5%) increase, as reflected in "Step five (5)" of the salary schedules below.

Article 29, Section 4 will be amended to reflect that the Detail Hiring Supervisor will not

work paid details, but this will only become effective if the detail hiring officer position contained with the TPPA collective bargaining agreement is either eliminated or otherwise not allowed to work paid details. Article 29, Section 4 shall be re-written as follows:

4. Notwithstanding the provisions of section (3) of this Article, the Detail Hiring Supervisor shall not be entitled to receive the six percent (6%) supervisory stipend; provided, however, that nothing herein shall in any way effect section twenty-four (24) of Article seven (7), which provides a fifteen percent (15%) stipend to said Detail Hiring Supervisor and shall continue to remain in full force and effect; and provided, further, that in the event that the detail hiring officer position contained within the collective bargaining agreement between the City and the patrolmen of the City is either eliminated or otherwise not allowed to work paid details, then the Detail Hiring Supervisor shall also not be allowed to work paid details.

Upon the ratification of this Agreement by both the Union and the City, the Detail Hiring Supervisor may recommence working details.

2. Injured on Duty and FMLA

The parties agree to implement the attached ILD and FMLA policies.

3. Promotional Procedure

- a) The City will call for a promotional exam for the positions of lieutenant and captain no less than once every two years.
- b) In the event the City decides to use an assessment center, the union will be informed of the relative weight to be assigned to the assessment center and the examination as soon as practicable after the City requisitions the test.
- c) The assessment center will be held as soon as practicable after the City is apprised of the exam results.

4. Deferred Compensation Plan

The parties agree to meet to discuss providing a 401(a) retirement savings account for members of the bargaining unit. Provided that there is no cost to the City, and provided that the City and the Union reach a written agreement as to how such a benefit will be implemented, the City agrees to provide such a benefit.

5. Step 3 of Grievance Procedure

The September 5, 2005 agreement that the Mayor is a participant in, but not a voting member of, the Police & License Committee for purposes of Step 3 of the grievance procedure will be incorporated into the collective bargaining agreement.

6. Article 6 – Equipment:

Article 6 will be amended as follows:

~~The Chief of the Police Department shall supply the members of the force with buttons, hat shield, coat badge and shirt badge, at least eight shoulder patches and additional patches as needed, revolvers and cartridges and signal box keys. Plainclothes officers shall be supplied with snubnosed revolvers and holsters. At least seventeen (17) riot helmets and seventeen (17) riot sticks shall be made available. All of this equipment shall remain the property of the police~~

~~Department and shall be stored so as to be accessible to the commanding officer of each relief. Employees who own handguns other than those supplied by the Chief shall, subject to applicable state law and/or regulations be permitted to carry and use them while on duty.~~ **The Chief of Police shall supply the members of the force with buttons, hat, shield and coat badge, at least eight shoulder patches and additional patches as needed. Each new member of the Police Department shall be provided with (3) badges, one each for his coat, shirt, and hat. Employee who own handguns other than those supplied by the Chief shall, subject to applicable state law and/or regulations, and subject to the Chief's approval (which shall not be unreasonably withheld), be permitted to carry and use them while on duty. All members of the bargaining unit shall have riot gear and riot sticks available to them while on duty. The Chief shall provide all equipment reasonably necessary for the performance of the job of Supervisor. Any equipment provided shall remain property of the Police Department.**

1. A complete up-to-date set of the Massachusetts General Laws Annotated and a subscription to the Advance Legislative Service to the same shall be furnished by the City and shall be stored so as to be readily accessible to the members of the Department at all times.
2. The City shall reimburse the members of the bargaining unit for their pistol permits and for any other license or permit that they must pay in order to perform their duty as Police Officers.
3. Members of the bargaining unit shall be permitted to wear "BDU's" while on duty. ~~By the end of FY 2008, all~~ **All** members shall be required to purchase a Blouse Coat.

7. Article 15 – No hiring other than police personnel

Article 15, Section 2 will be amended as follows:

2. This Article is not intended to affect the hiring of civilians for school crossings **and for enforcement of municipal ordinances and non-criminal statutes,**

regulations, and rules. The Civil Defense Act and its' operation by the City shall in no way be affected by this Article.

8. Vacation Day Carry Over


The number of vacation days members are permitted to carry over from year to year will be increased from five to seven.

9. Fatigue Rule

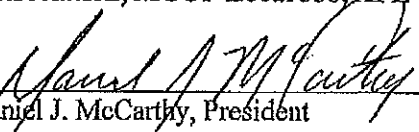
Except in an emergency situation or as determined by the Chief of Police, members of the bargaining unit shall be required to have a rest period of no less than six (6) consecutive hours within any one twenty-four (24) hour period.

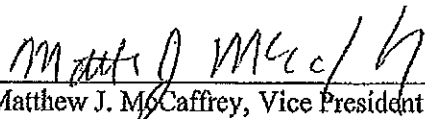
Signed:

For the City of Taunton:

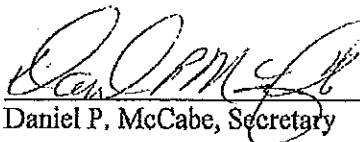
 Date:
Thomas C. Hoyer, Mayor

For the Taunton Police Supervisory Personnel
Association, MCOP Local 338, AFL-CIO:

 Date:
Daniel J. McCarthy, President

 Date: 03-10-2015
Matthew J. McCaffrey, Vice President

 Date:
Paul D. Roderick, Treasurer

 Date: 03/10/2015
Daniel P. McCabe, Secretary

Injured On Duty Policy

REVIEWED

Delete Article 27 and replace with:

MAY 13 2015

Article 27. Injury on Duty

HUMAN RESOURCES
DEPARTMENT

Section 1: In General

This article is intended to apply to situations where an officer sustains an injury or an accident in the performance of the officer's duty. The parties recognize that G.L. c. 41, § 100 shall govern whether and to what extent the City will indemnify an officer for the officer's medical expenses and charges resulting from such accidents and injuries. The parties agree that G.L. c. 41, § 111F and the terms of this agreement shall govern whether and to what extent an officer shall be granted leave without loss of pay as a result of an officer's incapacitation for duty from an injury sustained in the performance of his duty, and, consistent with G.L. c. 150E, § 7, should there be a conflict between the terms of G.L. c. 41, § 111F and the terms of this agreement that are within the scope of negotiations pursuant to G.L. c. 150E, § 6, then the terms of this agreement shall prevail.

Section 2: Administration

1. Whenever an officer sustains such an injury or accident, the officer shall be required to submit a written report of the events giving rise to the injury or accident to the Police Chief prior to the end of the officer's shift. This reporting timeframe may be extended at the Chief's discretion. In the event that an officer's condition prevents the submission of said written report within the specified timeframe, the report shall not be due until such time as the officer is reasonably capable of submitting a written report.
2. Whenever an officer suffers such an injury or accident, the Chief may require the officer to be examined by a physician selected by Chief, for the purpose of advising the City. In the event the officer's condition prevents him from reporting to such City physician, the officer shall not be required to report there until he is reasonably capable of doing so.

Section 3: Leave Without Loss of Pay Under G.L. c. 41, § 111F

A. Requests for Leave

1. An officer requesting leave without loss of pay under G.L. c. 41, §111F (hereinafter "ILD pay") shall make written application therefor on a standard form to be promulgated and kept by the Chief for this purpose.
2. Upon request of the Chief, the officer shall attach to the application any or all of the following: his written report (see Section 2(1), above), and medical documentation from the officer's physician or treating facility documenting the nature of the injury, accident, or illness, the officer's diagnoses, the officer's prognosis for future medical treatment, and expected return to work date.

B. Procedure for Responding to Requests for Leave

1. The Chief of Police shall make reasonable efforts to make a response to an officer's request for ILD pay as quickly as possible.
2. If it is immediately apparent to the Chief that the officer is eligible for ILD pay, the Chief shall approve the request.
3. If it is immediately apparent to the Chief that the officer is not eligible for ILD pay, the Chief shall deny the request. The officer shall have the right to file an appeal of that determination pursuant to the terms of Subsection C, below.
4. If the Chief has not denied the request, and it is not immediately apparent to the Chief that the officer is eligible for ILD pay, the following procedures shall apply:
 - a. The officer shall be placed on sick leave pending a determination by the Chief. If the officer exhausts all sick leave pending the Chief's determination, the officer shall use other accrued personal and vacation leave until a determination is made.
 - b. In the event that the officer exhausts all sick, personal and vacation leave prior to the time a determination is made by the Chief, the officer shall be placed on paid administrative leave until such determination is made. The officer will not be required to reimburse the City for paid administrative leave used while the Chief is determining whether to approve the officer's request for ILD pay.
 - c. The Chief shall endeavor to render a determination as quickly as reasonably

possible, and all parties (to include the officer, the union, the Chief, and other agents of the City) shall have an affirmative obligation to act in good faith and cooperate with each other in an effort to provide as much information as the Chief reasonably requests in order for the Chief to make a determination. Upon the Chief's request, the officer will submit all available medical and other documentation to support the request and shall sign whatever documentation the officer's medical providers may require in order for the Chief to receive medical documentation directly from said providers.

- d. In the event that the Chief eventually grants the request for ILD pay, (i) the officer shall be placed on ILD retroactive to the date of request, (ii) the officer's sick, personal, and vacation days shall be restored, (iii) any period where the officer was placed on paid administrative leave shall be converted to ILD pay, and (iv) the officer shall be made whole for any taxes that were deducted (and any other tax ramifications) while using accrued or paid administrative leave that otherwise would not have been deducted if the officer were on ILD pay status.
- e. In the event that the Chief eventually denies the request for ILD pay, the Chief shall inform the officer in writing, and the officer shall have the right to file an appeal of that determination pursuant to the terms of Subsection C, below.

C. Officer's Appeal of Chief's Denial of Request for Leave

- 1. Within ten (10) days of being informed of the Chief's denial of the request for ILD pay, the officer may, in writing, appeal the denial to either the Mayor or to the Municipal Council Committee on Police and License, who shall review the officer's request de novo, and who may designate other city officials to investigate the matter on his/her/its behalf.
- 2. The officer shall be placed on sick leave pending a determination by the Mayor or the Municipal Council Committee on Police and License, as the case may be. If the officer exhausts all sick leave pending this determination, the officer shall use other accrued personal and vacation leave until a determination is made.
- 3. In the event that the officer exhausts all sick, personal and vacation leave (or has already exhausted all sick, personal and vacation leave) prior to the time a determination is made at this level, the officer shall be placed on paid administrative

leave until such determination is made, unless the officer elects, in writing, to take unpaid FMLA leave. During any such period of paid administrative leave, the officer shall be deemed to be borrowing against future sick leave (to be capped at thirty days' deficit), which, upon returning to duty, shall be deducted from future allowances immediately upon accrual thereof until such deficit is eliminated. In the event that the officer separates from City service prior to the time the deficit is eliminated, the officer shall, at the time of separation, apply accrued but unused personal and vacation days to satisfy any such deficit. If, at the time of separation, there remains any such deficit, the officer shall be obligated to reimburse the City for the remaining number of days of any such remaining deficit, at the same per diem rate of pay that the officer received such pay.

4. To assist his/her/its determination, the Mayor, the Municipal Council Committee on Police and License or his/her/its designee shall have the right (i) to have the officer undergo an independent medical examination ("IME") by such physicians or other medical provider(s) chosen by the Mayor or the Municipal Council Committee on Police and License and who shall practice in the same or substantially similar medical areas as the officer's medical provider(s), (ii) to require the officer to submit all available medical and other documentation to support the request and to sign whatever documentation the officer's medical providers may require in order for the Mayor or the Municipal Council Committee on Police and License to receive medical documentation directly from said providers, (iii) to have the officer's medical records reviewed by such consultants or insurers that the Mayor or the Municipal Council Committee on Police and License deems advisable, and (iv) to undertake such other investigation as he/she/it deems appropriate.
5. In the event that the officer undergoes an IME, the report of any such IME(s) shall be provided to the officer. The officer and the union shall have the right to submit additional written materials, including further reports of the officer's own medical providers, to the Mayor or the Municipal Council Committee on Police and License in rebuttal to any such IME report(s).
6. If, after review, the Mayor or the Municipal Council Committee on Police and License eventually grants the officer's request, the provisions of subsection B(4)(d), above, shall apply.
7. If, after review, the Mayor or the Municipal Council Committee on Police and License, as the case may be, denies the officer's request, the Mayor or the Municipal Council Committee on Police and License or his/her/its designee shall inform the

officer in writing, and the officer may continue an appeal by electing one of the two methods of dispute resolution outlined in paragraph 8 of this subsection, below.

8. Dispute Resolution:

- a. Within ten (10) days of being informed of the denial by either the Mayor or the Municipal Council Committee on Police and License, the officer may, by informing both the Chief and the Mayor in writing, continue his appeal by electing either arbitration or the binding third medical opinion determination.
- b. Until dispute resolution is finally resolved, the provisions of paragraphs 2, 3, and 6 of this subsection C, above, relating to sick, personal, vacation, and paid administrative leave, and sick leave deficits and the repayment thereof, shall remain in effect. In the event that the officer accrues a thirty day deficit of sick leave, the officer shall be placed on unpaid FMLA leave by the City.
- c. Arbitration. The parties agree that any dispute regarding requests for ILD pay leave may, at the officer's option, be submitted to arbitration pursuant to Step 4 of the grievance procedure of this collective bargaining agreement, subject to the standards set forth under G.L. c. 41, § 111F.
- d. Binding Neutral Third Medical Opinion. In lieu of arbitration, the officer may elect to have the ILD pay dispute resolved by a binding neutral third medical opinion determination, pursuant to the following parameters:
 - i. The third medical provider must practice in the same medical area(s) as the medical providers selected by the officer and the City.
 - ii. The third medical provider shall be chosen by the agreement of the officer's medical provider and the medical provider selected by the City.
 - iii. Representatives of both the officer and the City shall have the right to be present at a portion of evaluation of the officer conducted by the neutral third medical provider, and shall have the right to submit written documents to the neutral third medical provider.
 - iv. The fee for the neutral third medical provider shall be paid equally by the union and the City.
 - v. The parties shall be bound by the medical opinion rendered by the neutral third medical provider.

D. Terms of ILD Leave

1. While on ILD pay, the officer shall, for a period of one year, continue to accumulate all sick, personal, and vacation leave.
2. Once an officer shall have been on ILD leave for twelve consecutive months, the Chief shall file for that officer's involuntary retirement.
3. The Chief, with the permission of the Mayor, may file a petition for involuntary retirement for an officer who has been on ILD leave for a period of less than twelve consecutive months if there is sufficient medical information that the officer will be unable to return to work. The City agrees that such a petition shall not be made arbitrarily or capriciously, but will be based solely upon medical information.
4. While an officer is on ILD leave, the officer shall be under a continuing obligation (a) to submit all available medical and other documentation to support the officer's continuation of ILD pay as may be requested from time to time by the Chief, and (b) to sign whatever documentation the officer's medical providers may require in order for the City to receive medical documentation directly from said providers.
5. While an officer is on ILD leave, the officer shall not be removed from such status unless (a) the officer is granted a hearing before the Mayor or his designee and it is established at said hearing that the officer is no longer incapacitated for duty, or (b) a Binding Third Medical Opinion is issued pursuant to paragraph 6, below, that the officer is no longer incapacitated for duty.
6. While an officer is on ILD leave, the Chief may require an officer to undergo an examination by such physicians or other medical provider(s) designated by the Chief who shall practice in the same or substantially similar medical areas as the officer's medical provider(s) to determine whether or not the officer remains incapacitated for duty. This paragraph is subject to the following:
 - a. The Chief shall not arbitrarily refer an officer for such an examination, but shall have a good faith reason for such referral which shall be articulated to the officer at the time of the referral.
 - b. Notwithstanding the provisions of subparagraph 6(a) immediately above, the Chief may refer any officer who has been receiving ILD pay for a period of six or more consecutive months to such an examination.
 - c. Once an officer undergoes such an examination, the Chief shall not refer that

officer for another such examination until at least thirty days after the previous such examination.

- d. If, following such an examination, there is a conflict between the officer's medical provider and the City's physician or other medical provider as to whether the Officer remains incapacitated for duty, the question shall be resolved pursuant to the Binding Third Medical Opinion procedure set forth in subsection C(8)(d), above.

Section 4: Indemnification for Medical Expenses

A. Application for Indemnification

1. An officer requesting indemnification for his reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses and reasonable charges for chiropody (podiatry) incurred as the natural and proximate result of an accident occurring or of undergoing a hazard peculiar to his employment, while acting in the performance and within the scope of his duty without fault of his own under G.L. c. 41, §100 (hereinafter "Indemnification") shall make written application therefor on a standard form to be promulgated and kept by the Chief for this purpose.
2. Attached to the application shall be the officer's written report (see Section 2(1), above), and medical documentation from the officer's physician or treating facility documenting the nature of the injury, accident, or illness, the officer's diagnoses, the officer's prognosis for future medical treatment, and expected return to work date.
3. Indemnification, and the approval, denial, and appeals of denials thereof, shall be governed by the provisions of G.L. c. 41, § 100.
4. Officers believing any medical procedures to be reasonably necessary for their care and treatment should have the treatment performed. The City shall not under any circumstances be placed in the position of pre-approving an officer's medical treatment.

FAMILY MEDICAL LEAVE POLICY
FOR MEMBERS OF THE BARGAINING
UNIT REPRESENTED BY THE
TAUNTON POLICE SUPERVISORY PERSONNEL ASSOCIATION

1. Purpose and Scope

The purpose of this Policy is to establish the eligibility, duration and procedural requirements relating to the administration of leave in accordance with the Federal Family and Medical Leave Act of 1993 ("FMLA") for all members of the bargaining unit represented by the Taunton Police Supervisory Personnel Association ('TPSPA').

2. Applicability

FMLA shall be available to those employees who have worked at least 1,250 hours during the twelve (12) month period prior to the date upon which the employee requests or is designated FMLA leave. This policy is applicable to all employees covered by the TPSPA collective bargaining agreement. In determining whether a TPSPA employee has met the 1,250 hour eligibility requirement, all hours actually worked and all hours for which an employee has been granted leave pursuant to G.L. c. 41 § 111F shall be counted.

3. Definitions

1. Intermittent Leave – Leave of absence taken in blocks of time of no less than one hours, or a reduction of the normal work schedule. Blocks of time will be arranged based on medical documentation or by approval of the department manager. **Doctor's appointments, physical therapy appointments, etc. will not be counted as intermittent FMLA leave.**
2. Serious Health Condition – An illness, injury, impairment or physical or mental condition within the following categories except as provided in Section 4 below:
 - a. "Inpatient care" as defined in 29 CFR 825.114, or "continuing treatment" by a health care provider as defined in 29 CFR 825.115;
 - b. Incapacity for more than three (3) consecutive full calendar days and "continuing treatment" by a health care provider;
 - c. Absences from work because of continuing treatment by (or under supervision of) a health care provider for a chronic or long term health condition that is either incurable or would likely result, if not treated, in your being incapacitated for more than three (3) calendar days; or
 - d. Any period of incapacity due to pregnancy, or for prenatal care.

4. **Injury On Duty Provision**

1. Whenever a TPSPA employee has been granted leave pursuant to G.L. c. 41 § 111F, the City may designate such employee on FMLA leave, concurrent with G.L. c. 41 § 111F leave, once the employee has been receiving G.L. c. 41 § 111F benefits for a period of ninety (90) calendar days.

5. **Policy**

1. The City of Taunton is an employer covered under the Family and Medical Leave Act of 1993, as amended. As such, eligible employees in the bargaining unit represented by the TPSPA shall be granted family and medical leave under the following circumstances:
 - a. The birth and care of the employee's child;
 - b. The placement of a child in the employee's home for adoption or foster care;
 - c. To care for the employee's seriously ill spouse, parent or child;
 - d. To care for the employee's own serious health condition that prevents him/her from performing his/her job duties except as provided in Section 4 above.
2. Eligible employees will also be granted family and medical leave under the following circumstances:
 - a. Up to 12 weeks of leave because of a qualifying exigency that arises out of the active duty or call to active duty status of a spouse, son, daughter, or parent;
 - b. Up to 26 weeks of leave to care for the employee's spouse, son, daughter, parent or next of kin, if that person is a covered service member with a serious injury or illness.
3. Unless eligible for contractual paid leave entitlements, FMLA is unpaid leave. All employees in the bargaining unit represented by the TPSPA will be notified in writing about the provisions of FMLA upon adoption of this Policy. New employees will be notified upon hire.

6. **Procedures**

1. **Amount of Leave** – Eligible Employees in the bargaining unit represented by the TPSPA are entitled to up to 12 weeks of FMLA leave in a 12-month period. The City of Taunton uses a fiscal year method for FMLA calculations, from July 1 through June 30th of a given year. Additional leave benefits are available to care

for persons identified in ¶5 (2)(b) of this Policy.

2. Intermittent Leave/Reduced Hours Schedule/Modified Work Schedules –
Intermittent leave shall be allowed when medically necessary for an employee's own serious health condition or to care for a child, spouse or parent with a serious health condition. In the case of birth or adoption, intermittent leave or reduced hour schedules shall be allowed on a case-by-case basis at the approval of the department manager. Employees who have requested intermittent leave or reduced hours schedules must indicate on the appropriate attendance sheet the number of hours per week to be designated as FMLA leave.
3. Employee Requests — An employee wishing to use FMLA leave must submit a notice of request that includes a statement of intent to return to work. This request must be sent to the Human Resources Director. The Human Resources Director will then send the employee official notice of his/her rights under the FMLA and the City's policies and procedures. The employee must provide 30 days notice for foreseeable leave. However, if the employee is using paid leave, the notice requirement set forth in the applicable collective bargaining agreement will apply. **Employees will not be required to report any health condition if they are not requesting 111F, FMLA or sick leave.**
4. Employer Designation – If an employee is absent from work for ten (10) consecutive scheduled work days **which are all due to his/her serious health condition** without having applied for FMLA leave on his/her own, the City's Director of Human Resources shall provide the employee with the applicable forms for applying for FMLA leave, including the Health Care Provider form. The employee shall provide his/her doctor or other health care provider with the Health Care Provider form. Both the employee's FMLA application form and the Health Care Provider form shall be completed and filed with the Director of Human Resources within fifteen (15) days after their receipt by the employee. If the completed FMLA forms establish that the reason for the employee's being on sick or other paid leave for at least ten (10) full consecutive scheduled work days is due either to the employee's own serious health condition (other than a serious health condition as set forth in Section 4(1) above) or because the employee is needed to care for his/her spouse, child or parent due to their serious health condition, the employee shall be placed on FMLA leave beginning as of the eleventh (11th) consecutive scheduled work day of the employee's absence.
5. Medical Certification/Updates
 - a. To the extent not prohibited by the applicable collective bargaining agreement, the City of Taunton will require written medical certification in all instances of employee or family member illness. Such medical certification shall be provided to the City on the attached medical certification form, and must be submitted to the City within 15 days of the original request for FMLA leave.
 - c. When the employee is on FMLA leave status, the City may, to the extent not

prohibited by the applicable collective bargaining agreement, require periodic updates.

- c. To the extent not prohibited by the applicable collective bargaining agreement, the City of Taunton may, on a case-by-case basis determined by the Human Resources Director, require an employee to provide a second opinion regarding the employee's own or family member's illness. If a second opinion is required, it will be at the City's expense.
- d. To the extent not prohibited by the applicable collective bargaining agreement, the City of Taunton will require an employee on FMLA leave for his/her own health condition (other than a serious health condition as set forth in Section 4(1) above) to submit certification of fitness for duty from his/her medical provider prior to returning to work.
- e. If an employee fails to return to work after an FMLA leave as a result of medical necessity, the City will require the employee to provide medical certification. If the employee fails to submit such a certification upon request, the City will assume that the failure to return is not due to a continuing medical condition and the City may recoup any health insurance premiums paid on the employee's behalf during his/her FMLA Leave.

7. **Chief's Notification**

The Human Resources Director is responsible for determining whether the absence will be designated as leave under FMLA. If an employee requests the use of sick leave for maternity purposes or their own illness, or vacation leave to care for a sick relative, it is the applicable Chief's responsibility to notify the Human Resources Director immediately so that leave may be appropriately designated.

8. **Relation to Other Leaves**

- a. **Employee Illness:** The employee must use all available sick leave and/or request days from the applicable sick leave bank in accordance with procedures outlined in the applicable collective bargaining agreements. At the employee's option he/she may utilize any accrued vacation, personal or compensatory time (if applicable and at the approval of the department manager). In accordance with 29 CFR 825.207(a), and this Policy, the City may also require that an employee use paid leave time during a designated FMLA leave.
- b. **Family Member Illness:** The employee must use sick leave for family member illness, in accordance with procedures outlined in the applicable collective bargaining agreements. At the employee's option, the employee may utilize any accrued vacation, personal or compensatory time (if applicable) and at the approval of the department manager). In accordance with 29 CFR 825.207(a) the City may also require that an employee use paid leave time during a designated FMLA leave.

- c. Mother/Birth: The employee may use up to **twelve (12)** [replace 8 with 12] weeks of accrued sick leave for the birth of a child, and may request the use of additional sick leave if medically necessary, as determined by the employee's treating physician. The employee may also use accrued vacation, personal or compensatory leave if applicable for the birth or adoption of a child, in accordance with the Maternity Leave provision of M.G.L. Chapter 149 and/or the applicable collective bargaining agreement. Eligibility for FMLA leave for the birth of a child expires within 12 months of birth. In accordance with 29 CFR 825.207(a), the City may also require that an employee use paid leave time during a designated FMLA leave.
- d. Father/Birth: The employee may use sick leave, as outlined in the applicable collective bargaining agreement. The employee may also use accrued vacation, personal or compensatory leave for the birth of a child. In accordance with 29 CFR 825.207(a), the City may also require that an employee use paid leave time during a designated FMLA leave. If both the mother and the father are employed by the City of Taunton, a total of only 12 weeks of combined leave is authorized under the FMLA.
- e. Adoption: The employee may not use sick leave for the placement of a child for adoption or foster care in the home, with the exception of emergency clays, as specified in the applicable collective bargaining agreement, unless there is medical documentation necessitating such leave. The employee may use accrued vacation, personal or compensatory leave if applicable for the adoption of a child. In accordance with 29 CFR 825.207(a), the City may also require that an employee use paid leave time during a designated FMLA leave.
- f. Unless the employee provides the Director of Human Resources with written instructions to discontinue his/her use of sick or other paid leave while he/she is on an FMLA leave that has been designated as such by the Director of Human Resources, he/she shall continue to receive his/her sick or other paid leave pursuant to this Policy or the relevant collective bargaining agreement throughout the period of his/her designated FMLA leave.

9. **Payment of Health and Life Insurance Premiums**

- a. Employees on paid status will have their employee share of health and life insurance premiums (if applicable) deducted from their paychecks.
- b. Employees on unpaid status for less than one calendar month must pay the appropriate employee share of the premium directly to the City during the week that the deduction would have been made had the employee been on the payroll.
- c. Employees who are on unpaid status for more than one calendar month must pay the employee share of the premium directly to the City, one month in advance of coverage.

- d. Failure to submit such payment with thirty days will result in cancellation of benefits.
- e. Employees who fail to submit such payment will be notified by certified mail that their health/life insurance coverage will be cancelled after 15 more days of non-payment. Reinstatement to the City's plan will involve paying all past premiums owed to the City and may require insurance company approval.
- f. **The deadlines provided in this section may be extended by agreement of the parties.**

10. **Benefits Status/Accumulation**

- a. Employees on paid leave status will continue to accrue all leaves and benefits, including the accrual of sick, personal and vacation leave and the accrual of service time for all step, longevity and other time-based contractual benefits.
- b. Employees on unpaid leave status will have sick and vacation accruals and step and longevity dates adjusted pursuant to the applicable collective bargaining agreement.
- c. **The deadlines provided in this section may be extended by agreement between the parties.**

11. **Failure to Return to Work**

- a. An employee fails to return to work after an unpaid FMLA leave, unless failure to return is through no fault of the employee, **for example, continued physical inability to return to work**, the City will require reimbursement for health and life insurance premium payments. The City will recoup these payments through all legal means necessary. **The parties will discuss a repayment plan that is not unduly burdensome on the employee.**

12. **Continued Leave**

If the employee finds that the 12 weeks of FMLA entitlement is not sufficient, the employee may continue on paid leave if he/she still has unused sick, personal or vacation leave or if there are voluntary donations of sick leave by other members of the employee's bargaining unit, or through the provision of voluntary coverage by other members of the employee's bargaining unit in accordance with the relevant collective bargaining agreement. If additional paid leave donations or voluntary coverage are not available, the employee may request an unpaid leave of absence in accordance with the relevant collective bargaining agreement. Any such request must be in writing to the applicable Chief, with a copy to the Human Resources Director. Any such request shall be honored to the extent permitted in the applicable collective bargaining agreement.

13. **Confidentiality**

All application forms, including the health care provider forms that are submitted to the Director of Human Resources pursuant to this Policy shall be kept absolutely confidential by the Director, *i.e.*, they shall not be shared with anyone else in the Director's Office or in the Police Department, or with any other department or agency of the City, other than the City Solicitor or the City's Labor Counsel for legal advice on the application of the FMLA policy to the individual situation. The forms shall not be shared with anyone else, whether employed by the City or not. Employees should submit forms in sealed envelopes marked **'Human Resources Director - Confidential.'** The forms shall be used only for the purpose of determining whether or not the absence of an employee is due to a serious health condition of the employee (other than a serious health condition as set forth in Section 4(1) above) or his family member as defined in the FMLA and in the applicable regulations. The Human Resources Director may notify the Police Chief, the Taunton Retirement Board and the City Treasurer's office of an employee's status as being placed on FMLA leave.

14. **No Discipline**

None of the documents or information submitted to the Director of Human Resources pursuant to this Policy shall be used in any way for the purpose of disciplining or taking any adverse action against any employee, nor shall any such documents or information be referred to or introduced in any grievance, arbitration, civil service, prohibited practice, judicial or other type of legal proceeding, other than a proceeding in which the propriety of action that has been taken or not pursuant to this Policy is at issue.

15. **Conflicts**

Whenever there is a conflict between any provision of this Policy and the FMLA, the provision that is more beneficial to the employee shall govern.

In the event of a conflict between the terms of this policy and the terms of the collective bargaining agreement, the collective bargaining agreement shall govern.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF TAUNTON

AND

THE TAUNTON POLICE SUPERVISORY
PERSONNEL ASSOCIATION, MASSACHUSETTS
COALITION OF POLICE, AFL-CIO, LOCAL 338

2011-2014

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The City of Taunton and the Taunton Police Supervisory Personnel Association, Massachusetts Coalition of Police, AFL-CIO, Local 338 (T.P.S.P.A.) hereby agree to the following terms of settlement of a new collective bargaining agreement to be effective for the three (3) year period from July 1, 2011 through June 30, 2014, or until a successor is executed and funded. This contract shall remain effective and in full force, except as subsequently modified pursuant to the re-opener provisions on economic issues that are hereinafter provided for.

The City agrees that the Association shall have the right to reopen this contract for the purpose of negotiating improvements in salary and other economic benefits at any time during the duration of this agreement. Any such negotiations shall be conducted in accordance with the provisions of Chapter 150E of the M.G.L. including the right to submit any unresolved bargaining disputes to the Joint Labor Management Committee and to any contract resolution procedures that may be directed by that committee. The City agrees that it will not submit any proposal to reduce the salary schedule for members of the Association below the existing levels.

Article 1 - Recognition and Bargaining Unit.

The City hereby recognizes the Association as the exclusive representative and bargaining agent for the following bargaining unit: All employees of the City's Police Department who hold the rank of Sergeant, Lieutenant and Captain, whether uniformed or not, but excluding the Chief.

Article 2 - Payroll Deduction of Association Dues and Agency Service Fees.

1. The City will deduct union dues from all members of the bargaining unit on a weekly basis and remit them to the Treasurer of the Association.
2. For any employee who is not a dues paying member in good standing of the Association, it shall be a condition of employment during the life of this collective bargaining agreement that, on or after the thirtieth (30th) day following the beginning of such employee's employment or the effective date of this agreement, whichever is later, he shall pay an agency service fee to the Association which shall be in an amount equal to the amount required to become and remain a member in good standing of the Association and its' affiliates to which membership dues or per capita fees are paid, all as provided in Chapter one hundred and fifty (150)E, Section twelve (12) of the General Laws of the Commonwealth of Massachusetts. Any such agency service fee may be deducted from the salary of any such employee and transmitted to the treasurer of the Association in accordance with the procedure set forth in Chapter one hundred and eighty (180), Section one hundred and seventy-six (176) of the General Laws as amended.

Article 3 - Bulletin Boards.

The City shall permit the use of all bulletin boards located in the police stations by the Association for the posting of notices concerning Association business and activities.

Article 4 - Death Leave.

1. Each employee shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall commence with the day of death and continue up to and include the day of burial. But, in no case shall such death leave be of less than five (5) days duration in the case of the death of an employee's spouse, child or stepchild, parent or stepparent. Nor shall it be less than three (3) days duration in the case of the death of an employee's brother or stepbrother, sister or stepsister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law or the grandparents of an employee or his or her spouse; however, in the event that one of these family members lived out of state the death leave shall not be less than four days in duration.

2. In addition, one (1) day of funeral leave shall be granted to those employee's who attend funeral services for their brother-in-law, sister-in-law, aunt, uncle, niece, nephew and cousin.

3. In the event any of the relatives mentioned in Section two (2) residing within the employee's household, said employee shall be granted three (3) days funeral leave.

4. In the event of the death of an employee's most immediate family, namely parents, spouse or child, the Chief may, at the members request, place him/her on paid administrative leave for as long as the needs of the particular situation requires. If the Chief denies any such request to be placed on paid administrative leave, the officer whose request was denied may appeal to the Mayor for reconsideration of the Chiefs denial. However, denial of such request, by either the Chief or the Mayor, shall not be subject to conventional grievance or arbitration procedure.

Article 5 - Personal Leave Days and Exchanging of Days or Nights Off.

1. Each member of the Bargaining Unit shall be granted five (5) days of personal leave per year without loss of pay provided that no more than two (2) officers on the same shift shall take their personal leave on the same day. One (1) personal day shall be restricted.

2. Each employee shall be allowed the right to exchange a day or night off with another employee if he is able to secure another employee to work in his place provided that:

- a. Such substitution does not impose any additional cost on the City.
- b. The officer(s) in charge of the relief(s) in which the substitution shall take place is (are) notified of the substitution(s). In the case of an emergency, said notification may be made by telephone.
- c. Said exchange must be approved by the officer(s) in charge of said relief(s) and said approval shall not be withheld with a valid reason. If the exchange is not approved, the officer withholding his approval shall, upon request of the employee involved, state the reason.
- d. Neither the Department nor the City is held responsible for enforcing any agreements made between employees.

- e. Officers, when exchanging work dates with themselves, can either take a scheduled day/night off that they are scheduled to work, then repay the Department for the day/night off, or he can work a day/night that he is not scheduled to work then take a scheduled day/night off.
3. Each employee shall also be allowed the right to exchange days and nights off with himself within his relief subject to the procedures and guidelines that are set forth in subsection A, B, C, D and E.
4. The parties agree that bargaining unit members will be permitted to self-swap as long as the swap results in no less than the minimum supervisory manning provided in the contract. A decision to assign more than the minimum supervisory manning to a particular shift does not constitute an "additional cost to on the City" referred to in Article five (5) two (2) (A) of the contract, and thus would not prevent approval of the self-swap as long as the swap does not result in less than the minimum supervisory manning provided in the contract.
5. The desk officer job shall be designated as a patrolman's job so long as the city determines to fill that position. Members of the Taunton Police Supervisory Personnel Association will not be assigned to the desk officer position.
6. The FMLA year will be defined as the fiscal year.

Article 6 - Equipment.

1. The Chief of the Police Department shall supply the members of the force with buttons, hat shield, coat badge and shirt badge, at least eight shoulder patches and additional patches as needed, revolvers and cartridges and signal box keys. Plainclothes officers shall be supplied with snub-nosed revolvers and holsters. At least seventeen (17) riot helmets and seventeen (17) riot sticks shall be made available. All of this equipment shall remain the property of the police Department and shall be stored so as to be accessible to the commanding officer of each relief. Employees who own handguns other than those supplied by the Chief shall, subject to applicable state law and/or regulations be permitted to carry and use them while on duty.
2. A complete up-to-date set of the Massachusetts General Laws Annotated and a subscription to the Advance Legislative Service to the same shall be furnished by the City and shall be stored so as to be readily accessible to the members of the Department at all times.
3. The City shall reimburse the members of the bargaining unit for their pistol permits and for any other license or permit that they must pay in order to perform their duty as Police Officers.

4. Members of the bargaining unit shall be permitted to wear "BDU's" while on duty. By the end of FY two thousand and eight (2008), all members shall be required to purchase a Blouse Coat.

Article 7 - Extra Paid Details.

In order to distribute the extra paid details as evenly as possible, The City of Taunton and the Taunton Police Supervisory Personnel Association hereby agree to the following guidelines for administering the distribution of such details. Whenever the words "officer" or "police officer" are used in this document, it is understood that the reference is to all Patrolmen and Superior Officers in the Taunton Police Department up through and including the rank of Captain.

1. The assignment of officers to extra paid details shall be made by the Chief or his representative on a voluntary basis and shall be distributed among the regular officers as evenly as possible; provided that if no volunteer shall be available for a particular assignment, the Chief or his representative may make such assignment. The Chief shall maintain a record of all such assignment which may be examined at any time by a representative of the Association. No officer or other person shall accept any such assignment unless the same is made by the Chief or his representative.
2. ~~No such assignment shall be made until the person or organization requesting the service~~ has agreed to pay the officer so assigned at a rate equal to one and one-half (1 ½) times the rate of a third (3rd) year patrolman with a Master's degree. Each detail shall be for minimum of four (4) hours. For the officer in charge of any detail function, an additional one (1) hour detail pay will be paid.
3. No such assignment shall be made to reserve officers unless no regular officer is available. No such assignments shall be made to auxiliary policemen, special policemen, or other persons unless no regular or reserve officers are available.
4. For all such hours or portions thereof; worked between midnight and eight o'clock in the morning, the officer shall receive, in addition to the amounts set forth in Section two (2), an additional one dollar (\$1.00) per hour.
5. In addition to the amounts set forth in Section two (2), a premium payment of one dollar (\$1.00) per hour, or portion thereof; shall be made when the paid detail either involves an assignment to duty at a location where liquor is to be consumed or results from or is connected with as strike, lockout, picketing or other form of labor disputes.
6. All hours in excess of eight (8) on any assigned paid detail shall be paid at the rate of one and one-half (1 ½) times the amount set forth in Section two (2).
7. Whenever three (3) or more officers are requested for a detail covered by this Article, a ranking officer shall be assigned to duty to supervise the detail and shall be paid in accordance with Section two (2). Whenever eight (8) or more officers are requested, a minimum of one (1)

Superior Officer and one (1) Sergeant shall be assigned to the detail and paid in accordance with Section two (2).

8. No officer shall be assigned to nor shall any officer accept any special paid detail unless the pay scale set forth herein is complied with.

9. For all extra paid details on Thanksgiving Day, Christmas Eve (any time after 12:00 noon on December 24), Christmas Day, New Years' Eve (any time after 12:00 noon on December 31), and New Years' Day, the officer shall be paid the rate of one and one half (1 ½) times their aforesaid overtime rate with a minimum guarantee of four (4) hours.

10. The City agrees to pay bargaining unit members within ten (10) days of the receipt of the money for the paid detail but in no event shall the City not pay a bargaining unit member within five (5) weeks of the performance of the detail.

11. Detail rate shall be in accordance with the rates specified in the contract with the Patrolmen's Union for both the school and non-school details. It is the intention of this Amendment to pay the same detail rate to Superior Officers as Patrolmen.

12. Details will be offered first to the officer with the least number of hours, similar to the way shift overtime is distributed.

13. Every job will be worth eight (8) hours. Officers either working or refusing a detail will be charged with eight (8) hours regardless of the number of hours worked or not worked.

14. Officers working in court or on duty working overtime or on a charitable assignment including Honor Guards will not be charged with hours.

15. Officers not home/not answering the phone during regular detail hiring hours will be charged with eight (8) hours.

16. However, if a detail is requested outside of the regular detail hiring hours of 6:00 AM through 10:00 AM and 6:00 PM through 10:00 PM, no officer will be charged with refusal hours.

17. The detail hiring officer who is conducting hiring for extra paid details via telephone, will allow the phone to ring a minimum of eight (8) times before discontinuing the call.

18. Officers who will be late for duty because of an extra paid detail shall notify their commanding Officer or Patrol Supervisor.

19. Any officer who accepts an extra paid detail and then cancels out shall receive his eight (8) hour refusal and an additional eight (8) hour penalty.

20. The president of the T.P.S.P.A. shall be notified of any changes or adjustments to any officer's card.

21. The detail hiring system will be done by computer to prevent any from tampering with the rules and guidelines.

22. Any changes, deletions or additions to these guidelines must be mutually agreed upon by the T.P.S.P.A and The City of Taunton.

23. Newly appointed officers to the Taunton Police Supervisory Personnel Association shall not be eligible to work any extra paid details until they have paid their one hundred dollar (\$100.00) fee to the T.P.S.P.A.

24. The City shall designate a police officer to serve as a full-time detail hiring officer and shall also designate another police officer to serve as a substitute when the full-time detail hiring officer is not available for any reason. The full time detail hiring officer shall receive fifteen percent (15%) of his regular base salary as extra compensation for all paid time during which he serves in the capacity including vacation pay, holiday pay, sick leave pay, injury disability leave pay and any other type of paid leave. The designated substitute shall receive fifteen percent (15%) of his regular day's pay for any day or portion thereof on which he is assigned this responsibility.

~~25. If both the full time detail hiring officer and designated substitute are unavailable for any reason, the on-duty shift commander will be responsible for the extra paid detail hiring. He will also receive a fifteen percent (15%) differential of his regular day's pay for any such day.~~

26. When calling to hire for details, the detail hiring officer will read the entire list of details that are still available so that the officer being called has the first choice of all such details that are still available.

27. The detail hiring officer shall use the manning sheets to determine who is eligible for hiring, as well as the list of those who are working such details at the time. Every effort shall be made to contact the next officer in line to be called including those who are on duty or on details at the time. If a busy signal is received, the detail hiring officer shall go on the next name on the list and then place a second call to the busy member. This process shall be repeated one more time before that officer is passed by.

28. When the detail hiring officer calls a police officer for a detail assignment and that officer is not at home, the detail hiring officer shall leave a message with whomever answers the telephone to the effect that is the Police Department calling to see if the police officer wishes to work an extra paid detail. If the call is being recorded by an answering machine, the detail hiring officer shall leave a message on the recorder to the effect that is the Police Department calling to see if the police officer wishes to work an extra paid detail and indicating the day, date and time of the call. The detail hiring officer will also call an officer's beeper number and any other numbers on the officer's detail card.

29. If an officer who is not at home when call and for whom a message is left calls back while the hiring for the next day's details is still going on, he shall be permitted to choose from among all of the remaining jobs that are still available at that time.

30. Police officers who are required to be in court may not accept an extra paid detail that would interfere with the hours of their required court appearance.

31. Once an officer has accepted a detail assignment, he will not be permitted to swap his detail with another officer working a detail.

32. No officer has accepted a detail will be called to work an overtime shift during that detail.

33. Police officers on extra paid details may use the Police Department's two way radios while on such details subject to their availability.

34. Two separate daily logs shall be maintained by the detail hiring officer and/or the substitutes or the relief commander, copies of which shall be supplied to the Association by 8:00 AM each day in order to enable it to monitor the implementation of these guidelines. The daily logs shall contain the following information.

Log Number 1. shall record a) the name of each officer called; b) the time that each officer is called; c) the response to each completed call, such as the acceptance of a detail, the refusal of a detail, ineligible for a detail and the reason for such ineligibility (for example, not at home, no answer or busy signal); d) whether a message was left, and if so, to whom or to an answering machine recorder, and e) the name of the detail hiring officer who placed the call.

Log Number 2. shall record a) the name of the contractor, company, school or the governmental unit, group, individual or other entity seeking to hire a police officer (or officers) for a paid detail; b) the number of officers needed; c) the number of hours of the detail (for example, four (4) hours, eight (8) hours, etc.), d) the number of days involved for the detail; e) the location of the detail; f) the date and time the detail first became available; and g) the name of the police officer(s) who accepted the detail.

35. The Police Department's copies of the daily logs and all other records pertaining to the administration of the extra paid detail hiring system shall be available for inspection at all times by any member, officer or other representative of the Association.

36. If a detail cannot be filled by a regular police officer, a retired officer will be called.

37. The Detail Hiring Officer position in the Supervisory Union will be transferred to the day shift, shall work an administrative schedule and shall have duties as assigned by the Chief relative to detail hiring, detail supervision, detail administration, detail billing, overtime monitoring and scheduling additional duties as assigned.

Article 8 - Reliefs and Seniority.

1. When an opening occurs within a relief, including a special assignment, the vacancy shall be posted in a conspicuous place in each station by the Chief or his representative within four (4) days after the opening occurs. Officers who are on vacation or otherwise absent during the posting period, except those on leave of absence, shall be notified by mail of any such opening within the same four (4) day period. Thereafter, the notice shall remain posted for five (5) days. Within fourteen (14) days after the conclusion of the said five (5) day posting period, the senior officer who requests in writing within the five (5) day posting period to be placed in the opening shall be given the opportunity to fill it.
2. The Chief of Police shall give consideration to seniority and qualifications when exercising his judgment in assigning officers to special details such as the detective division, identification and photography unit, prosecuting officer, special duty officers and meter shop. The right of the Chief of Police to assign members of the Association to the Detective Division shall continue as in the past. For the purposes of this agreement, the following position shall be considered Special Assignments: "Prosecutor, Detective Supervisors.
3. For the purpose of this Agreement, seniority of officers shall begin with their date of appointment to that particular rank; in the event that two (2) or more officers within a rank share the same date of appointment, then their relative seniority shall be determined by their respective dates of appointment as regular members.
4. Whenever an officer feels that his assignment to, or failure to be assigned to a particular position is arbitrary, capricious, unfair or otherwise improper for any reason that is not expressly provided for in this agreement, he may appeal that decision to the Mayor, at any time within the first three (3) months after the decision. The Mayor shall have the right to remedy any such decision that he finds to be arbitrary, capricious, unfair or otherwise improper for any reason that is not otherwise expressly provided for in this agreement by means of a binding executive order. Any such appeal to the Mayor must be filed by the officer directly affected by the decision.
5. In the event that an opening is posted and no officer of that rank submits a written request to fill the available position within the five (5) day posting period, the Chief of Police may fill the position with the Junior Officer of that rank, provided that the City deems that it is necessary to fill such opening. -If the Association disagrees with the City's determination of necessity to fill any such opening by an involuntary transfer, the disagreement shall be subject to the contractual grievance and arbitration procedure solely on the basis of whether such determination was based upon public safety needs.
6. When a vacancy in a permanent Civil Service position with the rank of Captain or Lieutenant has lasted more than ninety (90) consecutive days, a temporary appointment shall be made to the vacancy. The City shall appoint the applicant with the highest placement on the Civil Service eligible list for that rank. In the absence of any applicants, the City shall appoint the most junior officer qualified for the position.

Article 9 - Overtime.

1. Any officer who is called, ordered, requested or required by the Chief of Police or the Officer in Charge of a relief to report for duty during a period of time that he would normally be off duty shall be paid for such hours at the hourly rate of one and one-half times (1 ½) one fortieth (1/40th) of his regular weekly wage. Any officer who reports for such duty shall receive a minimum of four (4) hours pay at the aforementioned rate.
2. Any officer who is detained or required by the Chief of Police to remain on duty beyond his regular tour of duty shall be paid for such time at a rate of one and one-half (1 ½) times one fortieth (1/40th) of his regular weekly wage. Any officer who so remains on duty for thirty (30) minutes beyond his regular tour of duty shall be paid for a minimum of two (2) hours at the aforementioned rate.
3. A Lieutenant or Sergeant shall serve as the commanding officer of each relief at all times.
4. Insofar as practicable, overtime shall be allocated on an equitable basis. In order to comply with the intent of this section, overtime assignments shall be allocated by the commanding officers of each relief in the following manner:
 - A. Each commanding officer shall maintain or be supplied with a roster of each relief showing the number of overtime assignments credited to each officer on the relief
 - B. Wherever possible, overtime assignments will be filled by looking at the position to be filled created by the vacancy. If the position calls for a Sergeant, then a Sergeant will be called. If the position calls for a Lieutenant, then a Lieutenant will be called. If the position calls for a Captain, a Captain will be called. The person who comes in on the overtime basis, no matter what rank, will perform in the position created by the vacancy.
 - C. The commanding officer will first examine the roster of his own relief and will offer the overtime assignment to those men in the rank involved who are on a day off or are on vacation starting with the man credited with the fewest overtime assignments. If that man is unavailable or unwilling to accept the assignment, the commanding officer will offer it to the man in the rank involved credited with the next fewest overtime assignments. This process will be continued until the vacancy is filled.
 - D. If the commanding officer is unable to fill the vacancy from within his own relief, he shall then refer to the roster of the prior relief and offer the assignment to the men in the rank involved starting with the man credited with the fewest overtime assignments and continuing the process until the position is filled.
 - E. If the commanding officer is unable to fill the vacancy from the prior relief, he shall repeat the same process with the roster for the next relief.

F. If the vacancy in question is not filled by officer in the rank involved as a result of the foregoing procedure, the procedure shall be repeated for the next lower rank, and if necessary, for the next rank after that.

If the position cannot be filled by an officer in the rank involved, then the following order will be used.

If the position is a Sergeant's position and no Sergeant wants to work, then the position will be offered to Lieutenants, then Captains.

If the position is a Lieutenant's position, and no Lieutenant wants to work, it will then be offered to the Sergeants first, then Captains.

5. In addition to such other sums as a member of the bargaining unit is otherwise entitled to under this Agreement, any Officer who is called, ordered, requested or required by the Chief of Police or the officer in charge of a relief to report for duty to work overtime on Thanksgiving, Christmas Eve (third relief only), Christmas Day, New Year's Eve (third relief only), or New Year's Day, shall be compensated at the hourly rate of two (2) times one fortieth ($1/40^{\text{th}}$) of his regular weekly wage.

Article 10 - Sick Leave.

1. Each officer covered by this Agreement shall be entitled to one and one quarter ($1 \frac{1}{4}$) days of sick leave with full pay for each month of service

2. Scheduled days off on which an officer is sick shall not be deducted from his accumulated sick leave days; nor shall any days be deducted from an officer's accumulated sick leave for any days lost due to an illness contracted or injury sustained in the line of duty.

3. Officers shall be entitled to their current sick leave as it becomes earned. Sick leave shall not be taken in advance. There shall be no limit to the number of unused sick days which an officer can accumulate.

4. An officer, upon his retirement- or his wife, heirs or estate upon his death- shall receive a lump-sum payment equivalent to seventy-five percent (75%) of his regular day's pay at the time of his retirement or death for each unused day of sick leave, with no limit on said amount. For the purpose of computing this payment, an officer's regular day's pay shall be one-fifth ($1/5$) of his regular weekly wage at the time of his death. Any member who is eligible to receive a sick leave redemption benefit, or who is entitled to receive his accumulated vacation time upon separation from employment, may elect to receive such compensation in any one of the following manners so that the member can mitigate the income tax consequences that may arise:

i. One lump sum payment;

ii. Two equal payments, one remitted upon retirement, death or separation from employment as the case may be, and one remitted on the following

January 1st;

- iii. Three (3) equal payments, one (1) remitted upon retirement, death or separation from employment as the case may be, one (1) remitted on the following January 1st and the final payment remitted on the January 1st after that; or
- iv. An annuity plan of the employee's choice, to the extent allowable by law.

5. In the event that a member of the bargaining unit exhausts all of his sick leave days, other members of the bargaining unit shall be permitted to cover his shifts on a voluntary basis so that the sick or injured officer is able to continue receiving his regular week's pay subject to the proviso that no member of the bargaining unit shall be permitted to provide coverage for another member is providing such coverage would bring that member into a mandatory overtime situation under the Fair Labor Standards Act.

6. Notwithstanding any other provision in this agreement to the contrary, any member of the bargaining unit who was appointed to the Taunton Police Department after August 1, 2012, and any lateral transfer appointed after January 1, 2013, may redeem a maximum of two hundred (200) sick days.

Article 11 - Records.

1. The Chief of Police shall maintain a complete record of all overtime and sick leave accumulation and shall make such records available upon the request of any officer or representative of the Association. An up-to-date typewritten record of all overtime and sick leave accumulation shall be sent to the Secretary of the Association before March 1st of each year of this contract for the purpose of posting on the bulletin boards.

2. Upon request to the Chief, the Association shall have access to and may examine and photocopy all departmental records that may have an impact upon the working conditions or job requirements of its' members. Examples of the kind of departmental records that are intended to be covered by this clause are arrest and sector coverage calls.

Article 12 - Court Time.

1. Upon request to the Chief; as used herein, court time shall mean and include any time, attendance or related service by an officer at or in any matter of a criminal or civil nature before any state or federal court, administrative agency or other instrumentality of government such as the Municipal Council or a sub-committee thereof. Any officer who is required to or attends court on his own time in the prosecution of or other performance of police duty in the course of a case or controversy shall be paid at one and one-half times (1 ½) his regular hourly rate of pay with a minimum guarantee of four (4) hours pay, computed on the aforesaid basis.

2. Any payments *received* by an officer pursuant to General Laws, Chapter 262, Section 53 shall be deducted from the amount which the City would otherwise be obligated to pay under the above paragraphs.

Article 13 - Holidays.

1. The following days shall be considered as holidays:

New Years' Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

2. Each officer covered by this agreement shall receive for each of the said holidays, holiday pay in the amount of one-fourth ($\frac{1}{4}$) of his regular weekly wage. The holiday pay shall be in addition to his regular weekly wage. The holiday pay shall be in addition to his regular weekly wage for that week and shall be paid to each employee regardless of whether or not he performs any duties on such holidays.

Article 14 - Temporary Service Out of Rank.

1. Any officers temporarily assuming the duties and responsibilities of a higher rank shall receive the pay of that rank for all times spent performing those duties and responsibilities from the time he assumes them until he is relieved of them. The said pay, which for the purpose of this Article shall not include vacation pay, shall be computed on the basis of a five (5) day work week.
2. Any member of the Taunton Police Department who is injured or becomes ill in the line of duty while working in a higher rank shall be compensated at the rate established for such rank for the duration of his absence from the job because of such injury or illness.

Article 15 - No Hiring Other Than Police Personnel.

1. Neither the City of Taunton nor the Chief of Police shall under any circumstances hire or engage any person or persons, whether paid or not, for police duty other than a regular or reserve member of the Police Department, unless no regular or reserve officer is available.
2. This Article is not intended to affect the hiring of civilians for school crossings. The Civil Defense Act and its' operation by the City shall in no way be affected by this Article.

3. The City agrees that it will bargain with the Union before formulating a proposal to the City Council for a Deputy Chief position.

Article 16 - Association Business Leave.

1. Up to three (3) members of the four (4) member Association Negotiating Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Association held for the purpose of negotiating the terms of a contract. Wherever practicable, the Chief or his representative shall be notified at least twenty-four (24) hours in advance of the identity of the three (3) members.

2. The members of the Association Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Association and for the time required to prepare and process grievances, when such activity takes place at a time during which such employee is scheduled to be on duty. Wherever practicable, the Chief or his representative shall be notified at least twenty-four (24) hours in advance of the identity of the said member.

3. Members of the Association who attend the annual convention of the Massachusetts Police Association held within the Commonwealth as official delegates shall be excused from duty and from attendance at a police station or any other place without loss of pay for two (2) days. Official delegates shall not exceed two (2) for every twenty-five (25) members, or major fraction thereof of the Association.

4. Other reasonable requests for leave with pay for Association conventions and conferences shall be granted wherever practicable by the Chief.

Article 17 - Association Activity Protected.

1. No employee of the Taunton Police Department shall be prohibited from or discriminated against in any way for participating in any lawful activity on behalf of the Association or its' members.

2. The City agrees that the Association shall have the right to use the police headquarters building, except the Chief's office and records room or any public building for its' meetings.

Article 18 - Disciplinary Action.

It is the intent of the parties to this Agreement that no employee covered by this contract shall be removed, discharged, suspended or disciplined in any other manner except for just cause within the meaning of Chapter 31 of the Massachusetts General Laws as the same may be amended from time to time hereafter.

Article 19 - Health Insurance.

a. The City shall provide health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association ("MIIA") Health Benefits Trust effective October 1, 2004. Said health insurance benefits shall be provided at the following contribution rates by the following provides under the following plans:

HMO Policy (HMO Blue New England)

Existing employees (as of June 1, 2004 and currently enrolled in a city health plan as of June 1, 2004):

City 77%

Employee 23%

New Hires (hired after June 1, 2004):

City 75%

Employee 23%

Indemnity Plan (Blue Care Elect PPO)

All employees:

City 75%

Employee 25%

b. The City shall continue to provide its employees life insurance coverage on the same terms as present at the contribution rate of seventy-five percent (75%) for the City and twenty-five percent (25%) for the employees.

c. The City Treasurer shall deduct the employees' share for health and life insurance premiums on a weekly basis. The employees' share of the premiums shall be paid on a pre-tax basis pursuant to the City's adoption of a so-called "Cafeteria Plan" for this purpose.

d. The Mayor shall submit Section 8A of Chapter 32B to the Municipal Council for its consideration and will sign such legislation should the Municipal Council vote its acceptance.

e. In the event that MIIA or the third party administrator acting pursuant to this Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments, the City shall immediately notify the TPSPA and the parties shall bargain over the proposed change(s). In the event that the proposed change(s) is implemented, the City shall bargain with the TPSPA over the impact of the change(s).

f. The Union accepts City's proposed dental insurance change, effective July 1, 2010. See Appendix B.

Article 20 - Itemized Deductions (Payroll).

Each weekly payroll check shall be accompanied by an itemized voucher listing deductions.

Article 21 - Days Off.

The schedule of days off shall be arranged so that each officer shall work a "five (5) and three (3)" schedule consisting of five (5) consecutive days on and three (3) consecutive days off.

Article 22 - Hours of Work.

1. The schedule of working hours for the members of the Police Department shall be as follows.

First (1st) Relief from roll call at 12:45 AM to 8:15 AM
Second (2nd) Relief from roll call at 8:15 AM to 5:15 PM
Third (3rd) Relief from roll call at 5:15 PM to 12:45 AM

2. All members of the second (2nd) relief shall be entitled to fifty (50) minutes for lunch between the hours of 12:00 noon and 2:00 PM plus 2.5 differential.
3. All members of the third (3rd) and first (1st) reliefs shall be entitled to thirty (30) minutes for lunch to be taken at the discretion of the commanding officer.
4. The present practice of granting officers two (2) hours off for dinner on Christmas Day and Thanksgiving Day shall continue.

Article 23 - Vacations.

1. Upon their anniversary date officers with more than five (5) years of service shall receive four (4) weeks vacation. Those with more than ten (10) years of service shall receive five (5) weeks vacation. Those with more than twenty (20) years of service shall receive six (6) weeks vacation. Those with more than twenty-nine (29) years shall receive seven (7) weeks vacation. The vacation entitlement that is set forth herein shall be based upon: (a) in the case of a member of the bargaining unit who was appointed to the Taunton Police Department prior to August 1, 2012, each person's years of creditable service in the contributory retirement system, and will include time on the reserve list, and (b) in the case of a member of the bargaining unit who was appointed to the Taunton Police Department after August 1, 2012, or in the case of any lateral transfer appointed after January 1, 2013, each person's length of service in the Taunton Police Department.
2. Officers of different rank in the same division and those of the same rank in different divisions may overlap their vacation leave.
3. The method of the selection of vacation periods by the officers covered by this contract shall continue in accordance with the present practice. Notwithstanding the foregoing, with respect to scheduling of vacation for administrative officer positions, the vacation request shall

be made at least fourteen (14) days in advance; approval shall not be unreasonably withheld. Vacations can be taken with fewer than fourteen (14) days notice for cause shown and approval by the Chief of Police. This language shall not apply to the five (5) floating vacation days.

4. During his last year of service a member of the Bargaining Unit shall accrue vacation pay on a prorated basis which shall be paid to him upon his retirement or termination. The computation shall be made on a calendar year basis with the employee being credit with each complete month since January 1st prior to the date of his retirement or termination. He shall be credited with the final month of his employment if his retirement or termination occurs after at least half of that particular month has passed.

5. Members of the Bargaining Unit shall be allowed to use their vacation days in five (5) day increments.

6. Each officer shall be allowed to utilize five (5) of his vacation days as "floating days" which may be utilized at the time of his choosing.

7. Each officer shall be allowed to carry over five (5) of his vacation days each year to the following year. These days must be utilized during the following year.

8. Members of Association shall be allowed to use their vacation days in any combination of days including single days.

9. Article 10, Section 4, shall apply to members who are entitled to receive accumulated vacation time upon separation.

Article 24 - Leave of Absence.

1. Leaves of absence without pay for a limited period not to exceed three (3) months shall be granted for any reasonable purpose. Such leaves may be extended or renewed but not so that the total period of leave exceeds one (1) year.

2. Any period of time that is extended for a leave of absence without pay under this Article shall not be included in computing an officer's seniority or longevity.

Article 25 - Health and Safety.

1. The City shall provide efficient and safe equipment and material to protect the health and safety of the members of the Taunton Police Department.

2. A safety committee of this Association shall meet with the Chief of Police and/or the Police and License Committee of the Municipal Council at least once each month to discuss and make recommendations for improvements for the general working conditions and health and safety of the employees.

Article 26 - Grievance Procedure.

1. The Grievance Committee shall consist of the officers of the Association.

Complaints, disputes, controversies of any kind, which arise between one (1) or more officers and the City or its' agents concerning the working conditions, hours of work, wages, fringe benefits, or rates of pay referred to in this Agreement, or which are provided for by statute, charter provision, ordinance, rule, regulation or policy, which is not in conflict with this Agreement, may be processed as a grievance under the following procedure:

Step 1.

Grievances may be first presented by the officer and/or the Association relief representative to the superior officer involved and an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with his representative over the Department communication system telephone or other available means to advise him of the grievance. The grievance will be filed within sixty (60) days of the action giving rise to the grievance, or, if the grievant does not learn of the action until after it has occurred, within those days of the date the grievant learned of the action.

Step 2.

If the grievance is not resolved in Step one (1), the grievance shall then be reduced to writing by the Association and presented to the Chief of Police. The Chief, or in his absence the Acting Chief shall meet with a member or members of the Grievance committee within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance in writing within twenty-four (24) hours after the meeting.

Step 3.

If the grievance is not resolved in Step two (2), the Grievance Committee may refer the complaint to the Mayor or his representative within five (5) days from the receipt of the Step two (2) answer, exclusive of Saturdays, Sundays and holidays. The Mayor or the Mayor and the Municipal Council Committee on Police and Licenses, at the option of the grievant, shall meet with a member or members of the Grievance Committee within five (5) days to discuss the grievance and will answer the grievance in writing within twenty four (24) hours after the meeting ends. All such meetings shall be held in private unless the grievant requests otherwise.

Step 4.

If the grievance is not adjusted satisfactorily in Step three (3), it may thereafter be submitted within forty-five (45) days to the American Arbitration Association for arbitration in accordance with its rules.

All grievances beyond Step one (1) shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. The award of the arbitrator shall be final and binding upon the parties covered in this agreement.

Any dispute which is submitted as a grievance for resolution under this Agreement shall not be arbitrable under any section of this Agreement if such dispute or grievance is a suitable matter for submission to the Massachusetts Civil Service Commission unless the employee, in writing, waives his rights under Civil Service.

Any of the time limits set forth in this Article may be modified in any case by mutual agreement of the parties.

Article 27 - Indemnification of Officers.

1. Officers shall continue to receive their regular compensation during any period of absence from duty because of disability (total or partial) resulting from personal injury, sickness or illness arising out of and in the course of their employment, or arising out of the ordinary risks of the street while on duty.

2. The City shall also pay all hospital and medical expenses incurred by officers as a result of such personal injury, sickness or illness.

3. The obligation to make such payments shall continue after retirement in accordance with the provisions of Section 100B of Chapter 41 of the Massachusetts General Laws as the same may be amended. Further, such payments shall continue irrespective of whether the officer's retirement was the result of disability for which the expense is sought. In the event that the said Chapter 100B is amended, this clause may be re-negotiated at the option of the Association.

4. Injured On Duty Leave

(1) [Skipped]

(2) Whenever an Officer suffers a personal injury, sickness or illness within the meaning of Section 1 of this Article, he shall be required to submit a written report of the events giving rise to such personal injury, sickness or illness to the Police Chief prior to ending his/her shift. This reporting timeframe may be extended with consent of the Chief should the circumstances warrant. Furthermore, in the event that an Officer's condition prevents him from submitting a written report within the specified timeframe, said reporting timeframe shall be automatically extended until such time as the Officer is capable of submitting a written report.

(3) In the event that an Officer requires medical treatment as a result of any personal injury, sickness or illness within the meaning of Section 1 of this Article, the Officer may select a doctor of his own choosing both for the initial treatment of

his condition and for any subsequent treatment regimen that may be prescribed by his physician relating to said personal injury, sickness or illness.

- (4) The City will not be financially responsible for payment of any bills for any medical, psychological or chiropractic personnel or facility engaged by the employee unless advance approval is obtained, except for treatment received in an emergency situation.
 - a) An employee requiring benefits under this section must provide medical certification from his/her treating facility documenting the nature of the injury/illness, the prognosis for further treatment and expected return to work.
- (5) The City may utilize the services of an outside consultant of its choice who will negotiate the rates that the City will pay for the hospital and/or medical expenses of Officer who are disabled within the meaning of Section 1 which the City is required to pay pursuant to Sections two (2) and three (3) of this Article.
- (6) In the event that the City's consultant is unable to negotiate a rate that is acceptable to the City when an Officer's physician has prescribed a certain course of medical treatment, the TPSPA agrees to meet with the City in order to explore whether or not an alternative physician who is also acceptable to the Officer may be available to perform the Officer's prescribed course of medical treatment at a rate that is acceptable to the City. However, in the event that an agreement cannot be reached on an alternative physician for good reason, the City shall pay the Officer's physician's lowest offer to perform the medical services at issue.
- (7) In the event that the City wishes to refer an Officer who suffers a personal injury, sickness or illness to a physician for a second opinion to confirm that he remains disabled within the meaning of Section 1 of this Article and is therefore entitled to further compensation pursuant to this Article, the following conditions must be met:
 - a) The City agrees that it will not arbitrarily refer an Officer for a second opinion under this Section and must have good reason for such referral which shall be articulated to the TPSPA at the time of the referral.
 - b) Notwithstanding the good reason standard that is set forth in Section d above, the City may refer any Officer who has been on a leave of absence pursuant to this Article for a period of six (6) consecutive months or longer for a second opinion to confirm that he remains disabled and therefore entitled to further compensation under this Article.
 - c) The physician to whom the City wishes to refer the Officer for a second (2nd) opinion must be impartial and must possess qualifications that are equal to or greater than those of the Officer's own physician.

Furthermore, the physician must specialize in the same field(s) as the Officer's own physician.

- d) In the event that the City refers an Officer for a second opinion pursuant to this Section, the City shall not be permitted to refer that Officer for an additional second opinion for at least thirty (30) days after the original second opinion was rendered.
- (8) If, after an Officer is referred for a second opinion in accordance with Section 7 of this Article, there is a conflict between the Officer's physician and the City's physician with respect to whether or not the Officer remains disabled within the meaning of Section 1, the Officer shall be referred for a third medical opinion in accordance with the following terms:
- a) The physician to whom the Officer will be referred for the third opinion must specialize in the same field(s) as the Officer's own physician.
 - b) The City and the TPSPA shall meet in order to designate a list of physicians who are mutually acceptable.
 - c) Once the list is agreed upon, the City shall then select from among the physicians on the list to conduct the examination.
 - d) The third (3rd) medical opinion that is rendered as a result of the examination shall determine whether the Officer remains disabled within the meaning of Section 1 and is therefore entitled to further compensation pursuant to this Article.
 - e) In the event that the third (3rd) opinion confirms that the Officer is disabled within the meaning of Section 1, the City shall not be permitted to refer that Officer for an additional second opinion pursuant to Section 4(e) of this Article for at least sixty (60) days after the third (3rd) opinion was rendered.
 - f) Nothing in this Section shall be construed to diminish in any way an Officer's right to have his hospital and medical expenses paid by the City pursuant to Sections two (2) and three (3) of this Article.

5. Bargaining Unit members on injured leave shall continue to accumulate sick leave under the provisions of Article 10 while on said injured leave. Bargaining Unit members shall continue to accrue vacation benefits under Article 23 while on said injured leave provided however no Bargaining Unit member shall have any vacation accrual if the injured leave is for a period in excess of fifty-two (52) weeks.

6. In the event that an employee has been absent on injured leave (41-111F) for twelve (12) consecutive months, the City shall submit a petition for involuntary accidental disability retirement.

A petition for involuntary accidental disability retirement may be submitted for an employee who has been absent on injured leave (41-111F) for a period of less than twelve (12) months if there is sufficient medical information that the employee will be unable to return to work and the Mayor and the Chief agree to submit the petition. The City agrees that the rights gained herein shall not be exercised arbitrarily and capriciously and will be based solely on the medical information available.

Article 28 - Management Rights.

It is recognized by the parties hereto that the City retains all of the usual and customary management rights, subject to the terms of this agreement.

Article 29 - Salaries.

1. Step Increases

Step 1: Members with 0 to three (3) years in the Supervisors' bargaining unit will receive the salary set out in "Step one (1)" of the salary schedules below.

Step 2: After three (3) years in the Supervisors' bargaining unit, members will receive a five percent (5%) increase, as reflected in "Step two (2)" of the salary schedules below.

Step 3: After six (6) years in the Supervisors' bargaining unit, members will receive another five percent (5%) increase, as reflected in "Step three (3)" of the salary schedules below.

2. Salary Schedules

A. Effective July 1, 2011, the annual salary schedule for the members of the Taunton Police Department covered by this Agreement shall be as follows:

	Step 1	Step 2	Step 3
Sergeants	\$60,654.07	\$63,686.77	\$66,871.10
Lieutenants	\$69,752.20	\$73,239.81	\$76,901.80
Captains	\$80,215.00	\$84,225.75	\$88,437.02

B. Effective July 1, 2012, the annual salary schedule for the members of the Taunton Police Department covered by this Agreement shall be as follows:

	Step 1	Step 2	Step 3
Sergeants	\$60,957.34	\$64,005.21	\$67,205.46
Lieutenants	\$70,100.96	\$73,606.01	\$77,286.31
Captains	\$80,616.07	\$84,646.88	\$88,879.21

- C. Effective July 1, 2013, the annual salary schedule for the members of the Taunton Police Department covered by this Agreement shall be as follows:

	Step 1	Step 2	Step 3
Sergeants	\$62,786.06	65,925.36	69,221.62
Lieutenants	\$72,203.99	75,814.19	79,604.90
Captains	\$83,034.56	87,186.28	91,545.59

3. There shall be a six percent (6%) supervisory stipend in effect at all times for all members of the bargaining unit.
4. Notwithstanding the provisions of Section two (2) of this Article, the Detail Hiring Supervisor shall not be entitled to receive the six percent (6%) Supervisory Stipend; provided, however, that nothing herein shall in any way effect Section twenty-four (24) of Article seven (7), which shall continue to remain in full force and effect.
5. The City agrees that so long as the positions of Prosecutor, Juvenile Officer, Training Officer, Special Reaction Team Supervisor, Traffic Sergeant, Grant Administrator, Accident Reconstructionist, and 911 Officer are filled, they will be filled by members of the collective bargaining unit.
6. The City will submit proposed job descriptions to the Association and then will engage in bargaining in accordance with its obligation to bargain under General Laws Chapter 150E. Both sides agree to negotiate in good faith over job descriptions.
7. A one percent (1%) night shift differential will be paid to officers on night shifts.
8. To the extent that there is in fact a Special Response Team, the City agrees that the Commander of the Special Response Team shall hold the rank of sergeant or above.

Article 30 - FBI School.

The City agrees to send at least two (2) members of the Police Department per year to the F.B.I. School at Quantico, Virginia. The officers selected shall be paid their regular salaries while attending the school.

Article 31 - Educational Increments.

1. The City shall accept the provisions of The Police Career Incentive Program set forth in Chapter 41, Section 108L of the General Laws. Police officers taking advantage of this program shall accumulate points for all semester credits and degrees earned in an educational institution accredited by The New England Association of Colleges and Secondary Schools or by The Board of Higher Education points shall be accumulated as follows:

- a. One (1) point for each semester hour credit earned toward a baccalaureate or associate degree.
- b. Sixty (60) points for an associate degree.
- c. One hundred and twenty (120) points for a baccalaureate degree.
- d. One hundred and fifty (150) points for a degree of master or for a degree in law.

Base salary increase for such accumulations of points shall be granted in the following manner:

- a. A three percent (3%) increase for ten (10) points so accumulated.
- b. A six percent (6%) increase for twenty-five (25) points so accumulated.
- c. A ten percent (10%) increase for forty (40) points so accumulated.
- d. A fifteen percent (15%) increase for sixty (60) points so accumulated.
- e. A twenty percent (20%) increase for one hundred and twenty (120) points so accumulated.
- f. A thirty percent (30%) increase for one hundred and fifty (150) points so accumulate.

2. In addition to the above program, an officer shall, until such time as he accumulates ten (10) points, receive ten dollars (\$10.00) per year for each semester hour for which a passing grade is received.

3. The City shall reimburse all members of the Police Department who attend any such courses for the expenses which they incur in the purchase of textbooks and for the registration fee required for such courses.

4. Copies of all notices and circulars received by the Police Department pertaining to course offerings available to members of the Department shall be posted upon receipt.

5. The educational incentive increments that are paid pursuant to this Article shall continue to be paid irrespective of any subsequent legislative action of any kind affecting Chapter 41, Section 108L of the General Laws.

Article 32 - Complaint Procedure.

1. It is agreed that no action of any kind shall be taken on any complaint against any officer unless the complaint is submitted in writing, signed by the complainant and sets forth the place, date, time and circumstances of the matter complained of. Any such complaint shall be immediately forwarded to the Chief of Police who shall, within twenty-four (24) hours

thereafter, supply copies of the complaint to the officer named therein, the President of the Association and commanding officer of the officer's relief.

2. The Chief shall conduct an investigatory hearing within five (5) days after his receipt of the complaint, at which hearing the officer named therein shall be in attendance together with his representative and, if he desires, an attorney of his own choosing. The complainant shall also attend this meeting and shall be subject to questioning by the officer involved or by his representative or attorney. If the complainant fails to appear at the said hearing, no further action shall be taken on the complaint.

3. If, following the hearing, the Chief believes that further action may be warranted, he shall, within one (1) week of the said investigatory hearing, submit a report of his findings to the Mayor and the President of the Municipal Council, copies of which shall be promptly served upon the officer involved, his commanding officer, his representative and his attorney. Thereafter, before any farther action is taken, a hearing shall be held before the municipal Council which shall, at the option of the officer named in the complaint, be public. The Municipal Council may, for good cause shown, order that the meeting be private. At any such hearing, irrespective of whether or not it is public, the officer shall, if he desires, be represented by an attorney of his own choosing. The officer or his attorney shall have the right to examine the complainant or any supporting witnesses on any matters that are relevant to the complaint and shall have the right to present witnesses to testify in his behalf. If the complainant does not appear at this hearing, no further action shall be taken on the complaint.

4. No action shall be taken on any such complaint unless the hearing described in the preceding paragraph is held within one (1) week after the Chief submits his report - except where the officer involved or his attorney requests a continuance - and unless any action that is taken is taken within one (1) week following the completion of the hearing.

5. Any of the time limits set forth herein may be continued or extended at the request of the officer involved.

6. Any officer against whom a complaint has been filed shall have the option of recording any hearing held pursuant to this Article. In any case which the officer involved elects to record a hearing, the City may also record that particular hearing.

7. The complaint procedure set forth in this Article shall only apply to citizen-initiated complaints, and not to internal discipline initiated by the Police Chief or the Appointing Authority. Except when compelling circumstances warrant otherwise, as determined in the reasonable judgment of the Chief, and consistent with Civil Service Law, members will receive notice and a reasonable opportunity to respond before discipline is imposed.

Article 33 - Construction of Contract Terminology.

1. The use of the words "he," "him" or "his" in this contract is based upon historical usage and the parties agree that these or similar words shall not be taken to refer to male employees only, but rather, shall be deemed to refer to all employees covered by the

contract. It is the intent of the parties hereto to have all terms of this contract apply to all members of the Bargaining Unit, whether male or female.

2. Unless the context plainly requires a contrary construction, the use of such terms as "police officer", "officer", "member of the Department", "member of the Bargaining Unit", "employee" and any similar term shall all be deemed to refer to the employees covered by this agreement. For the purpose of implementing Articles seven (7) and fifteen (15), the aforesaid terms shall be deemed to include all members of the Police Department except for managerial and/or confidential employees.

Article 34 - Implementation.

The Mayor of The City of Taunton shall promptly submit to the Municipal Council and to the General Court Appropriate requests for the appropriations, ordinances and legislation necessary to implement the terms of this Agreement.

Article 35 - Severability.

Each clause in this Agreement is totally severable from every other clause hereof.

If any clause should be declared by any court, or agency of competent jurisdiction or be found to be for any other reason invalid or unenforceable, the validity of all other clauses of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Article 36 - Effectiveness.

This contract shall be effective as of and retroactive to July 1, 2011 and shall continue in full force and effect until June 30, 2014, or until a successor is executed and funded.

Article 37 - Court Liaison Officer.

The position of court liaison officer will be filled by a Lieutenant. If no Lieutenant is available, it will be filled by a Sergeant. If the need arises to fill the assignment on an overtime basis and no Lieutenant or Sergeant is available, a Captain may fill the position on an overtime basis.

Article 38 - Military Leave.

Every officer of the Bargaining Unit who is a member of the National Guard or a reserve component of the armed forces of the United States shall be granted a leave of absence with pay during the time of his annual tour of duty as a member of such reserve unit provided, however, that such leave not exceed seventeen (17) days in any given year.

Article 39 - Police Professional Liability Policy.

The City currently maintains a Police Professional liability policy which covers the members of this Association. The City agrees to maintain this policy throughout the term of this agreement. The City shall provide the Association with a copy of this policy.

Article 40 - Response to Disciplinary Action.

Any officer who is ordered to prepare a report or a written statement that he reasonably believes will lead to his being disciplined shall be given at least forty-eight (48) hours to submit the written report or statement so that he may consult with an Association representative and/or attorney of his own choosing before being required to prepare any such report or statement. It is understood by the parties that this clause is not intended to be applicable to the type of reports that officers routinely prepared in the performance of their normal duties and responsibilities.

Where an employee reasonably believes that an investigation will result in disciplinary action, he may insist on an Association representative and/or attorney of his own choosing being present as a condition of participating in an investigatory hearing.

Article 41 - Community Police.

The Captain currently assigned the additional duties of Community Policing will continue in this role of supervising and providing direction for the Community Police Program.

Article 42 - Federal and State Grant Assignment.

The Community Police Sergeant/Grant Administrator shall work with the Mayor's Executive Office of Community and Economic Development to perform the additional duties of developing, preparing and monitoring all Federal and State grants pertaining to the Community Police program and other grants. In addition, the Sergeant will also assist the Captain in overseeing and supervising the Community Policing Program.

Article 43 - Appearance.

Officers shall have the right to wear a beard or mustache. If a beard or a mustache is worn, it shall be well groomed and neatly trimmed at all times in order not to present a ragged appearance. Full and partial beards are authorized, but patchy, spotty clumps of facial hair are not considered beards and as such are not permitted. The bulk of the beard, (distance that the mass of facial hair protrudes from the face) shall not exceed one-half ($\frac{1}{2}$ ") inch. The length of the individual facial hair shall be limited to three (3) quarters of an inch ($\frac{3}{4}$ "). No portion of any mustache will extend below the lip line of the upper lip. The Chief of Police shall have the responsibility of resolving any questions that may arise pursuant to this article.

Article 44 - Manning.

The position of Shift Commander and Patrol Supervisor will be filled at all times on all reliefs. Minimum staffing will include an Officer In Charge and a Patrol Supervisor. Either position can be filled by an officer in either supervisory grade. When necessary to be filled by a sergeant

working out of grade, he or she will receive Lieutenant's pay. When two (2) sergeants or two lieutenants are on the same relief, the senior of the two (2) will be the Officer In Charge. Supervisors will not self-swap below minimum supervisory manning pursuant to this provision of the contract.

Article 45 - Union Business.

Association agrees to create a Labor-Management Committee to meet regularly to discuss grievances, working conditions. The Association President shall be allowed four (4) hours off per workweek to facilitate the labor management relations process and/or grievance investigation proceeding or resolution.

Article 46 - Detective Vehicles.

As vehicles become available they shall be assigned to the Detective Supervisors with authority to domicile the same for departmental use.

Article 47 - Policies and Procedures

The Chief will furnish the Union with a copy of any proposed policies and procedures, or proposed changes to policies and procedures. In the event there is a conflict between the Taunton Police Department's Policies and Procedures Manual and this collective bargaining agreement, the terms of the collective bargaining agreement will prevail.

Article 48 - Communications Policy

There shall be a Communications Policy in the Police Department (see Appendix A.) Reasonable use of the communications systems for union business will not be considered a violation of the policy. Bargaining unit members may use the communications systems for union business in a manner consistent with past practice. City officials and the Chief of Police will continue to treat union communications as confidential, and respect the Union privilege in a manner consistent with past practice. Neither the City nor the Chief will monitor union communications.

Article 49 - Pay Day

Pay day may be changed from Thursday to Friday at the option of the City.

For the City of Taunton:

Date: 4/1/09

Date: 4-1-2014

Date: _____

Date: _____

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APPENDIX A

CITY OF TAUNTON **Communications Policy**

Scope of Policy.

The intent of this policy is to establish a formal set of guidelines for the request, acquisition and use of all City of Taunton communications systems which include but are not limited to mobile devices, electronic mail; voice mail; facsimiles; land-based, cellular, satellite or other communication systems and related equipment. All employees who use a City issued device and associated systems agree by such use to comply with the expectations outlined in this policy statement.

This policy will be interpreted in a manner consistent with the collective bargaining agreement. In the case of any conflict between the policy and the collective bargaining agreement, the collective bargaining agreement will take precedence.

Authorization

Whenever in this Policy the employee is required to obtain authorization or consent and the person for whom consent or authorization should be obtained is not specified, permission for that specific activity must be given by the Director of Information Technology/Automation.

Acceptable Use

Business Use Only

City issued communication systems are provided at the expense of the City and are to be used solely to conduct City business, not personal business. Employees may not use City issued systems to communicate information, opinions, or comments without authorization from the City. Employees are prohibited from passing off their view as representing those of the City.

The employee must not use City issued systems in a manner that would reflect badly upon the City, such as sending discriminatory or harassing voice-mail, or engaging in any other illegal or tortious activities. Employees may not use the City issued systems for non-City purposes. To the extent that employees are authorized to utilize a mobile device for personal or other business, they shall reimburse City for the usage.

Proper and improper communication

All employees agree to use City communication systems for proper work related communication. Further the employee agrees not to engage in improper communication. Proper communication is any communication required in the performance of an employee's principal job function that is professional, reasonable and executed with good customer service. Improper communication is any non-work related communication. The Mayor's Office and the Human Resources Department will determine if a communication is considered proper or improper. Notwithstanding the provisions of this paragraph, employees may access news or information via City communication devices provided it is during an authorized or scheduled break and the City incurs no cost.

Members of this bargaining unit may access news or information during breaks and non-active work time at the discretion of the Chief.

No Presumption of Privacy

Any and all communications on City systems are not private and security cannot be guaranteed. Passwords and user I.D.'s are designed to protect the City's confidential, private and/or proprietary information from outside third parties, not to provide employees with personal privacy in the messages.

Employees should assume that any communications that they create, send, receive, or store on City systems may be read or heard by someone other than the intended recipient.

City's Right to Monitor Messages

The City reserves the right to monitor, access, retrieve, read, and disclose to law enforcement officials or other third parties all messages created, sent, received, or stored on the City's Systems without prior notice to the originators and recipients of such messages. Authorized personnel may monitor the communications of employees to determine whether there have been any violations of law, breaches of confidentiality or security, communications harmful to the business interests of the City, or any violations of this Policy or any other City policy. For communications within the Police Department, only the Chief or an authorized designee shall have the right to monitor, access, retrieve, read, or disclose police emails.

Message Restrictions

Communications on City systems may not contain content that a reasonable person would consider to be defamatory, offensive, harassing, disruptive, or derogatory, including but not limited to sexual comments or images, racial or ethnic slurs, or other comments or images that would offend someone on the basis of race, gender, national origin, sexual orientation, religion, political beliefs, or disability. Language used in communications created, sent or forwarded by employees using the City's Systems or use by employees in the course of their employment shall be professional and business like.

Union-related communications containing references that would otherwise be considered defamatory, offensive, or derogatory will be exempted from this section as long as they are not considered unduly disruptive by the Chief. This exception does not protect communications that are offensive or harassing based on race, gender, national origin, sexual orientation, religion political beliefs or disability.

Ownership of Messages, Hardware, Access or Telephone Numbers

The City systems and all information stored on them are property of the City. All information and messages *whether City-related or personal* - that are created, sent, received, accessed, or stored on these systems constitute City records. Any hardware issued by the City remains the property of the City. Any telephone numbers or other access numbers are issued by the City and remain the property of the City. The City solely reserves the right to transfer, discontinue or port any telephone or access numbers.

Violations

Violations of this Policy, including breaches or confidentiality or security, may result in suspension of communication privileges, disciplinary actions, and even termination. The City reserves the right to hold the employee personally liable for any violations of this Policy.

Record Retention

As with paper documents created and received by an employee, it is each employee's responsibility to ensure that those electronic messages that should be retained or deleted are

done according to the State's Record Retention Policy
<http://www.sec.state.ma.us/pre/prepdf/guide.pdf>

Prohibited Activities

Employees may not use the City's Systems to: (a) upload, download, or otherwise transmit copyrighted, trademarked, or patented material; trade secrets; or other confidential, private, or proprietary information or materials without the City's authorization; (b) upload, download, or otherwise transmit any illegal information or materials; (c) upload, download, access, create, distribute, or otherwise transmit sexually explicit materials or participate in the viewing of such materials; (d) gain unauthorized access to remote computers or other systems or to damage, alter, or disrupt such computers or systems in any way (nor may employees - without authorization - use someone else's code or password or disclose anyone's code or password, including their own); (e) enable unauthorized third parties to have access to or use the City's Systems, or otherwise jeopardize the security of the City's electronic communications systems; and (f) engage in any other inappropriate, illegal or tortious activities.

While on City premises, at no time, may users access inappropriate websites, such as those hosting pornography, obscene materials or gambling enterprises.

The use of any element of the City's computer system including Internet access located on City property, for the receipt or transmission of information disparaging to other based on race, national origin, sex, sexual orientation, age, disability, or religion is not permitted under any circumstances.

Bargaining unit members whose job functions require them to access or download material that would otherwise be prohibited under this section of the policy, will not be considered to be in violation of this policy for accessing or downloading such materials.

Message Creation.

Employees must use the utmost care in creating messages on the City's systems. Even when a message has been deleted, it may still exist on a back-up system, be recreated, be printed out, or may have been forwarded to someone else without its creator's knowledge. As with paper records, proper care should be taken in creating electronic records, which can affect the City's reputation and which the City may someday have to produce in connection with a lawsuit.

Only Approved Software To Be Used.

Before any software may be used within the City on any of the City's Systems, the software must be virus tested and approved for use by the Director of Information Technology/Automation and each copy must be registered with the City. No copy of software may be used unless the City has a valid license to use that copy. Employees are not permitted to make additional copies of any software, without authorization and proper registration of the copy. Use or distribution of all licensed software or all licensed copies of software is not only against City policy, it is also illegal.

All software must be stored in the Computer Department unless otherwise authorized by the Automation Director.

Viruses.

Any files downloaded from the Internet and any computer disks received from non-City sources must be scanned with virus detection software before installation and execution. The introduction of viruses, attempts to breach system security, or other malicious tampering with any of the City's systems is expressly prohibited. Employees must immediately report any viruses, tampering, or other system breaches to the Director of Information Technology.

Selling and Purchasing.

City's standard purchase and sale policies apply to all purchase-and sales-related activities conducted via the City's Systems.

Uploading to City Web Site/Internet.

Employees must not place City or customer material - such copyrighted software or other materials, internal memos, City trademarks - on the City Web site or any publicly-accessible Internet, unless the posting of these materials has first been approved by the Director of Information Technology.

Monitoring.

To help insure that compliance with this Policy authorized City representatives may monitor the use of the City's Systems from time to time. This may include listening to stored voice-mail messages, reading e-mail message and inspecting any other computer systems files or information.

Mobile Communications

Criteria for requesting a mobile communications device

In order for an employee to be eligible to receive a city issued mobile communications device the employee must meet at least one or more of the following criteria:

- Employee is required to be on-call on a 24 X 7 basis
- Employee's principal job function requires regular travel and is considered a mobile employee
- Employee is a member of the City of Taunton Emergency Team as established by the Mayor
- Certain public safety employees may be eligible for a city issued mobile communications device
- Under certain circumstances as authorized by the Mayor

Procedure for obtaining a mobile communications device

Any employee or department manager requesting a city issued mobile communications device must adhere to the following procedure:

- The employee must sign the Mobile Communications Policy acknowledging their understanding of the acceptable use of mobile communication devices.

Monitoring of Mobile Communications

To help insure compliance with this Policy, the City reserves the right for authorized City representatives to monitor the use of the City's Systems. This may include, but not be limited to, reviewing account activity, changing passwords and listening to stored voice-mail messages.

All mobile communications usage will be monitored quarterly by the Information Technology Department. The City of Taunton reserves the right to discipline any employee who fails to

comply with the Mobile Communications Policy. Departments may be required to seek a transfer of funds to cover any costs related to improper or uncontrolled communications on city issued devices or systems.

Departments with employees who have been issued mobile communication devices will be financially responsible for overages incurred by excessive, uncontrolled or improper usage. In certain instances the employee may be required to reimburse the City of Taunton for the costs of improper communications on city issued devices or systems.

Effective Date: The effective date of this policy will be the date upon which it is finally accepted by this collective bargaining unit.

Discipline: The disciplinary action resulting from infractions of this policy shall be subject to the terms of any applicable collective bargaining agreement and contract pursuant to Section 108(O) of Chapter 41 of the General Laws. No employee may be disciplined for violations of this policy occurring prior to the effective date of the policy.

Applicability: Provisions of this policy shall be subject to superseding provisions of any contract pursuant to MGL Chapter 150E and MGL Chapter 41, Section 108(O).

[Please return this signed portion to Human Resources]

Tear off here

I acknowledge that I have received the City of Taunton Communication's Policy

Signature

Printed Name

Date